

**SUBSTANTIAL AMENDMENT. PLEASE SEE THE PRIOR RULES AND REGULATIONS FOR LANGUAGE BEING AMENDED.**

**EFFECTIVE JUNE 7, 2022**

**AMENDED AND RESTATED RULES AND REGULATIONS OF PHEASANT RUN HOMEOWNERS' ASSOCIATION, INC.**

These Amended and Restated Rules and Regulations come to Amend those certain unrecorded Rules and Regulations and those which are included in the Declaration of Covenants, Conditions and Restrictions of Pheasant Run at Official Record Book 6093, Page 1552, Public Records of Palm Beach County, Florida and are hereinafter enumerated and shall be effective as to all property located within PHEASANT RUN Homeowners Association, Inc. ("PHEASANT RUN") (common property, lots and units) shall be deemed in effect upon the proper passing of same by the Association's Board of Directors at the board meeting held on June 7, 2022 and shall remain in effect until amended by the Board of Directors of the Association and shall apply to and be binding on all unit owners. The unit owners shall, at all times, comply with said Rules and Regulations and shall use their best efforts to see that same are faithfully observed by their families, guests, invitees, lessees and other persons over whom they exercise control and supervision. These rules and regulations will apply equally to owners, their families, guests, visitors and lessees.

The PHEASANT RUN Declaration of Covenants, Conditions and Restrictions at Article VIII, Section 13 provide the Board of Directors the authority to amend the PHEASANT RUN Rules and Regulations.

The below Rules and Regulations amend and restate the Rules and Regulations of PHEASANT RUN Board of Directors and the below amended and restated Rules and Regulations shall control until property amended:

A. As to common areas. The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the common areas and any facilities or services made available to the townhouse owners.

B. As to lots and units. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the lots and units.

C. Rules and Regulations. The Rules and Regulations hereinafter set forth shall be deemed to be in effect until amended by the Board of Directors, as previously provided, and shall apply to and be binding upon all townhouse owners. The townhouse owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, lessees and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. "Owner" shall mean the record owner(s) of a Unit within PHEASANT RUN.
2. "Guest" or "Visitor" as used in these Rules and Regulations shall mean any individual who is not an Owner, Lessee or resident, who stays for any length of time (even for part of one day) in the Townhouse Unit, and who is not required to pay any monies, perform any services or provide any other consideration for the privilege of occupying or staying in the Unit. In addition, a guest or visitor must have another permanent resident in addition to the unit he is temporarily residing in at PHEASANT RUN.
3. "Lessee", "Tenant", "Resident" or "Occupant" as used in these Rules and Regulations shall mean any individual(s) occupying a Unit which is/are not a guest or visitor.
4. The units shall be used for single-family residences only.

**EXHIBIT "1"**

5. Children shall be under the direct control of a responsible adult. Children under 15 may not use common areas unaccompanied by an adult. Children also will not be permitted to run, play tag, or act boisterously on association property. Skateboarding, roller skating or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the directors.

6. No nuisance shall be allowed within PHEASANT RUN including, but not limited to, on common property or on/within individual lots, units or courtyards, nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession, rights, comforts, convenience and proper use of the property by its residents. The Board of Directors shall have the sole discretion to determine what is deemed a nuisance within PHEASANT RUN.

No immoral, improper, offensive or unlawful use shall be made of the property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as hereinabove provided for the maintenance and repair of that portion of the property subjected to such requirements.

No dumping of garbage, refuse or the like on common property.

7. Regulations concerning the use of the Association property may be promulgated by the Board of Directors provided, however, copies of such regulations shall be furnished to each unit owner by at least posting on the Association's website (which may be hosted by the Association's management company). Although the Association shall have the right to enforce any such Rules and Regulations against a violator, the Unit Owner shall ultimately be responsible for any damage or loss suffered by the Association as the result of any such violation(s), including attorney's fees and costs of any enforcement activity, whether or not suit is filed.

**8. Unit Maintenance, Approval Requirements and Limitations for Changes to Exterior of Unit.**

Owners must keep their property in "quality" first class condition at all times. Any changes to the physical appearance, such as paint color, additions or removals, fences, etc., need prior written approval from the Association's Board of Directors prior making said change. If a building permit is required, Owners must first obtain Association written permission before remitting a permit application with the appropriate governmental authority. In addition to any other requirement, Owners shall be required to comply with the following provisions:

**Maintenance of Exterior of Property:**

- (a) Prevent unsightly objects on the Exterior of the property. Yards must be kept in quality condition at all times, free of unsightly objects and in quality condition (kept grass, shrubs, trees, vegetation, etc.). The grass on each Lot must be cut on a regular basis and kept trimmed at a reasonable length to be determined in the sole discretion of the Association. The Association has the sole discretion to deem when a yard is not in quality condition.
- (b) Keep the exterior of the property in good, clean, and attractive condition.
- (c) Clean exterior surfaces including the roof, walls, fences, windows, and doors. House and driveway must be pressure cleaned periodically to remove stains. The Association has the sole discretion to deem when any pressure cleaned is needed.
- (d) No townhouse owner shall deface the exterior of their property in any way.
- (e) Signs of any kind that are displayed on the exterior of the property and are visible to the common areas are prohibited except for (i) those tasteful and approved signs that indicate

the Unit has a security system and (ii) one (1) sign, of not more than five (5) square feet, advertising the property for sale or rent, which sign must be maintained in good condition at all times and be removed upon the termination once the Unit has been sold or leased.

**Fences:**

Fencing is permitted but such fencing shall be no higher than six (6) feet tall from the natural ground at the elevation when delivered by Developer and shall not extend beyond the front corner of the house/unit and must otherwise comply with the specifications of Palm Beach County for residential purposes and other rules as promulgated by the Association, including, but not limited to the following:

- (a) Fences must appear clean at all times, only approved clear coat sealing is allowed on the fence facing the exterior of the Unit. No other painting, sealing or stain shall be allowed on fences.
- (b) Inspect fences for wood-rot, and repair or replace wood-rot fencing as needed. Fencing must be replaced by Association approved fencing.
- (c) Owner shall remit the necessary forms and documentation as required to the Association for approval prior to fence replacement.
- (d) Signs of any kind that are displayed on the fences and are visible to the common areas are prohibited. No signs or anything attached to or hanging on the exterior of a fence is allowed at any time.
- (e) Any fence replacement must be properly permitted by the local government authority and shall not be installed until after prior written Association approval has been obtained by Owner.

**Units and Exterior of Property:**

All solar power/solar collector panels, painting, alterations, modifications or additions to the exterior of the property must have prior written approval by the Board of Directors. Permission to make any exterior modifications must be requested in writing and submitted to the Board of Directors for approval. Paint color of the exterior of the units must be approved, in writing, prior to painting. Only Association approved colors are allowed. General paint colors are beige, gray, green and cream (not yellow) – but specific colors are to be used when submitting an ARC application. The Association reserves the right to restrict roof material in its sole discretion.

No trees are allowed to be planted on the exterior of the Unit within two feet (2') of a Unit's fence. No owner may plant anything on common property.

Windows may not be boarded up at any time. Windows must remain the same style, shape and design as originally installed by the Developer. No window air conditioner units are allowed.

All courtyard patio coverings other than standard size, shape and colored umbrellas must have prior written approval by the Board of Directors. Exterior enclosures or the like are strictly prohibited. Any approved patio covering, and patio umbrellas must be taken down, removed and properly stored within twenty-four (24) hours of a named storm.

Hurricane shutters must be white or aluminum and may be put up within seventy-two (72) hours of a named storm predicted to hit the Palm Beach County areas by the National Hurricane Center and

must be removed within seven (7) days after the passing of said named storm or after a State of Emergency is lifted, whichever is later.

Holiday lighting is allowed as follows: The earliest in any given calendar year from Thanksgiving Day and must taken down and stored from the exterior of the property by January 15.

9. No curb, drainage structure, water line, sewer line, or portion of any street shall be removed or altered for any purpose without the consent of the local authority having jurisdiction thereof. No artificial grass is allowed, must be authentic organic grass as deemed acceptable by the Association's Board of Directors.

10. No noxious or offensive activity shall be carried on upon any Lot, Unit or Common Areas of PHEASANT RUN, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, as deemed in the sole discretion of the Board of Directors.

11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or in any improvement thereon, except for dogs and/or domestic cats and then not more than two (2) such animals, whether dogs or cats or one of each. The term "pet" shall mean a domestic cat or a dog, and dogs shall not exceed 40 pounds in weight. Pets shall not be allowed to be in a fenced yard without supervision. No animal may be left in a fenced yard overnight. Excessive barking shall be deemed a nuisance. In addition to the remedy provided in this Rule, the Association may remove pets or animals which are offensive to other resident(s) as deemed in the sole discretion of the Board of Directors.

PETS/ANIMALS. Pets/Animals are permitted, subject to regulation and restriction, by the Board, including, but not limited to, prohibiting certain breeds (including mixed breeds) of dogs. A pet is defined as a domestic or household dog, cat or bird. A responsible person is defined as a person sixteen (16) years of age or older capable of controlling the pet or animal in question.

- a. A maximum of two (2) pets are permitted for each Unit.
- b. Any pet must not weigh over 40 pounds.
- c. Pets or Animals are not permitted outside any Unit, including within a fenced yard nor on any Association Common Areas, unless under the control and within the immediate presence of a responsible person, and (1) in the case of dogs or cats, on a leash of a reasonable length controlled by the responsible person, and (2) in the case of a bird, in a cage.
- d. Owners and Occupants are responsible for immediately cleaning up after their pet/animal and properly disposing of its solid waste, whether or not within the Common Area or within a Unit/Lot. Failure to clean up property after a pet/animal is subject to a maximum per occurrence fine pursuant to Florida Statutes, currently \$100.00 per occurrence.
- e. No pet/animal may be left unattended within a Unit/Lot yard at any time.
- f. No pet may be dangerous or a nuisance. No excessive barking is allowed. The Board of Directors shall have the sole discretion to deem barking excessive and a nuisance.
- g. No pet or animal of any breed is allowed that is a "Dangerous Dog" defined as follows:
  - i. Has aggressively bitten, attacked, endangered or has inflicted injury or death to any person or animal; or
  - ii. Has, when unprovoked, chased or approached any person in a menacing fashion or apparent attitude of attack; provided however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the dog owner's property, or while lawfully on the dog owner's property, was tormenting, abusing or assaulting the dog, its owner or a family member or otherwise the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

- h. If any dog or any other permitted animal becomes a nuisance or is otherwise obnoxious to other Owners and/or Occupants by barking or otherwise, as determined by the Board of Directors in its sole discretion, the Owner(s) and Occupant(s) shall remedy the nuisance within ten (10) days upon written notice from Association or Association's attorney or said Owner and/or Occupant shall be required to immediately and permanently remove the pet or other animal from any Unit within the Association. Should a pet or animal that has been deemed a nuisance or otherwise obnoxious by Association not be timely removed as detailed herein, the Association shall have the authority to have said pet or animal removed, without the need for filing suit. In other words, Association shall have limited authority to go onto and into the subject Unit and remove said nuisance and/or obnoxious pet or other animal from any Unit or Association Property, including, but not limiting their authority to, contacting Animal Care & Control to remove said nuisance and/or obnoxious pet or other animal by force. This provision may be enforced with regard to non-pet animals in the same manner as to pets; and it shall not be a defense to any enforcement action, judicial or otherwise, that an animal under the control of an Owner, Occupant, or a guest or invitee of either, is not a pet.

10. **Fines.** The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its resident(s), occupant(s), licensee(s), or invitee(s) to comply with any provision of the Articles of Incorporation, Declaration, By-Laws, or Rules and Regulations of the Association, as amended from time to time. The Association is authorized to collect any and all fines levied at the maximum amount allowed by Florida Statute as amended from time to time. The Association shall be entitled to its reasonable attorney's fees and costs incurred in the process of levying or collecting fines whether or not suit is filed. No fine shall exceed such limits set by Florida Statutes, as amended from time to time, and the Board shall have discretion to levy fines less than those permitted by law. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, the unit owner's resident(s), occupant(s), licensee(s), or invitee(s) to be held in accordance with Florida Statute, as amended from time to time. The hearing must be held before a committee of at least three unit owners who shall not be members of the Board of Directors, nor related by blood or marriage nor residing in the same unit as a Board member. The Board may establish other such procedures as may be necessary to carry out the intent of this provision.

12. Refuse and bagged garbage shall be deposited only in the properly designated area(s). No dumping of trash in common areas is allowed. Trash containers must not be out by the curb before 6pm the night before trash pick-up and must be put away by 9pm the evening of trash pick-up. Trash containers must be stored out of sight from the road and neighbors. Current pick-up days are Wednesdays and Saturdays. All bulk items, including but not limited to construction trash and debris, that are not picked up by the regular sanitation service must be removed from the premises at the owner's or resident's expense. In no event shall trash be placed outside the trash receptacles. It is the resident's responsibility to dispose of items that do not go into receptacles.

13. Toxic or hazardous waste products, such as poisons, paints, petroleum products, cleaning fluids, etc. shall not be placed in trash receptacles, stored in storage bins, or disposed of in or around PHEASANT RUN. All such toxic or hazardous waste products must be properly disposed of according to city, county, state and federal law. No explosive material or substance, including but not limited to gasoline, kerosene, naphtha or benzine or the like shall be stored or kept on association property or within a Unit.

14. No inflammable, combustible or explosive fluids, chemical or substance shall be kept in any unit or limited common element or common element except such as are required for normal household use.

15. Barbeque grills and similar devices shall be used in back yards only.

16. Solicitation: There shall be no solicitation by any person anywhere in or on the Property for any cause, charity or a any purpose whatsoever, unless specifically authorized by the Association.

17. Clothes lines must not be visible from the street in front of the Unit. The personal property of all unit owners shall be stored within their units. No clothes or similar articles shall be hung outdoors for any purpose

whatsoever, except that they may be hung within fenced back yards and below the height of the fence. Personal property shall not be left outside at any time. Any personal property left outside shall be deemed to be on common property and may be disposed of by the Association without notice. Additionally, the Association may fine an owner or resident for keeping personal property outside of the courtyard at the highest rate allowed by Florida Statute, as amended from time to time.

**18. VEHICLES AND PARKING.**

No unit owner shall store or leave recreational vehicles, boats or trailers parked within PHEASANT RUN not parked in a closed garage. The use of motor vehicles / van / trucks over  $\frac{3}{4}$  tons / boats / trailers / motor homes AKA recreational vehicles / buses and other such vehicles shall be regulated as follows:

- a. A commercial vehicle is any car, truck, van, panel truck, or any other vehicle built as a commercial vehicle or otherwise is used for the conduct of business or commercial purposes, except passenger vehicles not otherwise deemed a commercial vehicle and used solely for the transportation of people for personal use and not for the transportation of any goods, supplies, tools of a trade, people for commercial or business purposes or business products if these items are visibly exposed. It shall be the Board of Director's sole discretion to deem a vehicle a commercial vehicle.
- b. Commercial vehicles and vehicles bearing a commercial sign or display, shall not be permitted to park on a lot or on the common elements or limited common elements of PHEASANT RUN. Notwithstanding the foregoing, commercial vehicles providing necessary services to the residents of PHEASANT RUN may park in PHEASANT RUN but for only that period of time required to provide said necessary services. "Necessary services" as referred to in the preceding sentence are defined as any services provided by a government agency (including but not limited to the U.S. Postal Service, police, fire/rescue. etc.), non- profit agency, at the request of a resident, and other services, for a fee and which are requested by a resident of PHEASANT RUN for the benefit of that resident, his family, guests or the unit being serviced.

It is the intention of this rule to reduce to a minimally necessary level, the commercial vehicle traffic using the roads within the community as parking facilities in PHEASANT RUN, by allowing only such commercial vehicles of third-party providers of necessary services to park for the minimally required time. This rule disallows parking and use of the roads of PHEASANT RUN by residents, their, agents and employees, in furtherance of any commercial enterprise in which they may be employed or with which they may be otherwise associated.

Notwithstanding any restrictions on commercial vehicles to the contrary in this rule, passenger motor vehicles bearing the insignia of and actually used by the Florida Highway Patrol, Palm Beach County Sheriff's Department or any law enforcement agency, fire department or an emergency medical facility, fully authorized to operate in Palm Beach County, Florida, may park in PHEASANT RUN, subject to the same terms and conditions governing the parking of private passenger motor vehicles.

- c. No vehicle may have a raised roof, exterior a/c or exterior exposed toolbox.
- d. Motor homes, buses, and trucks over  $\frac{3}{4}$  tons shall not be allowed to park on the PHEASANT RUN property between the hours of 1:00 AM and 6:00 a.m. without the written permission of the Association. Boats on trailers, boat trailers and recreational vehicles shall not be permitted to park on PHEASANT RUN property.
- e. Parking is permitted in garages and on paved driveways which are designated for that purpose or posted parking areas only. Each owner or resident must park on their driveway prior to parking in the street, if same is allowed. No parking shall block access to or from any driveway. The Association reserves the right to restrict street parking to one side of the street or to prohibit street parking. Driving or parking on grassy areas is not allowed at any time for any reason. Vehicles shall

not be parked so close to trash receptacles so as to prevent waste collection. No vehicle shall be parked on the grass or within posted no parking zones. Owners may request to add a paver style driveway but same must be approved, in writing, prior to installation by the Association. The Association reserves the right to not approve additional driveways to a Lot if it does not leave sufficient area for grass. The Association's Board of Directors has the sole discretion in approving or disapproving additional driveways.

- e. Motorized vehicles that cannot operate under their own power shall not remain on the property for more than twenty-four hours without express written approval of the Board of Directors.
- f. All vehicles must bear a valid, current license tag and must be properly registered with the appropriate motor vehicle department. Motorized vehicles which are not legal for use on public roadways (e.g. ATV, go-carts, or the like) are not permitted to be used on PHEASANT RUN property.
- g. There shall be no assembling or disassembling of motor vehicles, boats, boat motors or trailers within PHEASANT RUN, except for ordinary maintenance such as the changing of a tire or battery. For the purposes of this rule, ordinary maintenance does not include the changing of lubricants or any other fluids of a motor vehicle. The changing of oil is strictly prohibited. Washing of motor vehicles is strictly prohibited.
- h. Damage done to the common areas, including but not limited to the pavement as a result of oil leaks, motorcycle kickstands, etc., shall be the responsibility of the owner and the lessee of the unit who himself, a family member, guest or visitor created said damage.
- i. All vehicles must be equipped with appropriate noise muffling devices in accordance with county and city ordinances, the Association shall be authorized to bar from PHEASANT RUN any motorcycle or other motor vehicle that operates so as to disturb others. Except in an emergency, Apartment owners shall not cause or permit the blowing of any horn from any vehicle or boat of which he, his family, guests, tenants or employees shall be responsible, therefore.
- j. Motorcycles shall not be parked or placed in any area other than in the parking areas designated for that purpose. No motorcycle shall be allowed to be driven upon common areas other than roadways or parking areas.
- k. Parking in areas not designated for that purpose, or on any unpaved area will result in the offending vehicle being towed away at the owner's expense without notice, and at the option of the Association, the imposition of a fine or any other remedy allowed by the Rules, By-Laws or by the Declaration of Covenants, Conditions and Restrictions of PHEASANT RUN.
- l. A vehicle owner in violation of any of the provisions of this Regulation may be towed at the option of the Association, at the owner's / tenant's expense. In addition to the above, the owner or tenant of the Unit responsible for said vehicle shall be liable for fine or any other remedy allowed in these documents, including reasonable attorney's fees for the enforcement of this provision. Unit owners are strictly responsible to ensure that their representatives, employees, agents, guests, visitors, etc., or any other occupants of the Unit comply with these rules and as such are responsible and liable to the Association for violations.
- m. The remedies available to the Association stated herein shall be in addition to any other remedies permitted under the Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association.
- n. Remedy of Towing. If an offending vehicle owner does not remove a prohibited or improperly parked vehicle from PHEASANT RUN, in violation of the recorded covenants, or rules of the

Association, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each unit owner and vehicle owner provides the Association with the necessary consent to effect the tow without liability to the Association.

- o. Unit Owners are strictly responsible to ensure that their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their units comply with this Section 9; and as such, are responsible and liable to the Association for violations of same by their representatives, employees, agents, lessees, guests, visitors, etc. or any occupants of their units.
- p. Alternative/Concurrent remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation or By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section.

19. No person shall use the Common Areas of PHEASANT RUN in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated from time to time by the Association's Board of Directors.

20. No bicycles, toys or clutter shall be left on the Common Property at any time. Such articles must be stored within the Townhouse Unit or courtyard. The Association shall be permitted to impound bicycles, toys or clutter left on the Common Property. without liability to the owner or user of the articles so impounded. No garbage cans, supplies, bottles, or other articles shall be placed on the common property or balconies nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the terraces, balconies or as to be exposed to view from any part of the limited common elements or common elements. The common elements shall be kept free and clear of rubbish, debris, and other unsightly material. There shall be no barbecue cookers (grills) used on the Common Property.

21. **POOL RULES.** The following shall apply to the pool and pool area:

- (a) All posted rules and regulations shall be observed.
- (b) Residents must utilize a pool security key furnished by the Association.
- (c) All People must use shower before entering pool.
- (d) No scuba gear or animals allowed in pool or pool area.
- (e) All Minors under 15 years must be accompanied by an adult 18 years or older.
- (f) No running, shoving, loud noises or disturbances in pool area.
- (g) No glass containers permitted in or around pool area. No food or drink in pool area.
- (h) Maximum of 20 persons in pool at one time.
- (i) The Association is and will be held harmless from any liability claims arising out of the use of the pool facilities.
- (j) The Association (including through its officers, management, and maintenance personnel) shall have the authority to (i) require a Person to leave the pool area or (ii) prevent a Person from entering the pool area once that Person has been asked to leave if the Person is not or was not abiding by the pool rules as posted or as contained in the Rules.
- (k) Pool is for Residents and their guests only. A Resident must be present and accompany their guests. Guests may not use the recreational areas without the Resident present.
- (l) Pool gate must remain closed and locked at all times unless someone is entering or exiting.
- (m) Proper and modest bathing attire is required at all times in the pool area. No thongs, no cutoff shorts. No swim diapers allowed. Only potty-trained infants/toddlers are allowed in the pool.
- (n) No diving, jumping in, running or pushing.
- (o) No balls or frisbee playing allowed in the pool or in the pool area.
- (p) Pool hours are from 8AM to dusk only.
- (q) No Pets or animals allowed in pool or in pool area.

- (r) Restrooms are to remain locked at all times. Restroom lights are to be shut off after use. Clean up after each use of restroom.
- (s) Loitering is prohibited.
- (t) Trespassers will be prosecuted.

22. **LAKE**

- (a) Children under the age of 10 are not allowed by the law, unless accompanied by an adult.
- (b) No swimming, fishing, wading or boating in the lake.
- (c) Activity around the edge of the lake is strictly prohibited after dusk until dawn.

23. Each unit owner who plans to be absent from their unit during the hurricane season must prepare their Unit prior to their departure by:

- A. Removing all outside furniture and other objects from any yard; and
- B. Designate a responsible entity or individual to care for their unit should the unit suffer hurricane damage by furnishing the Association with the name and contact information of such entity or individual.

24. **COMPLIANCE AND DEFAULT.**

- (a) Each Owner and any resident, occupant, guest or visitor shall be governed by and shall comply with the terms of the Declaration, Articles of Incorporation, By-Laws and these Rules and Regulations of the Association; as same may be amended from time to time; and by any Florida Statutes which apply.
- (b) Each Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by their negligence or act or by that of any members of their family, agents, residents, lessees, sublessee, guests, visitors, etc. but only to the extent such expense is not met by the proceeds of insurance actually collected by the Association with respect to such negligence or act. Such liability shall include any increase in insurance rate(s) occasioned by the use, misuse, occupancy or abandonment of any Unit or the Common Property.
- (c) Parents shall be responsible to the Association for any property damage caused to the Common Property by their children.
- (d) Owners are strictly responsible to ensure that their agents, lessees, sublessee, guests, visitors, etc. or any resident or occupant of their Units do not cause damage to the Common Property and comply with the Declaration, Articles of Incorporation, By-Laws and these Rules and Regulations of the Association, as amended from time to time, and the Florida Statutes which apply, and as such, are responsible and liable to the Association for such damage and violations of the aforesaid governing documents and rules and regulations by their employees, agents, lessees, sublessee, guests, visitors, etc. or any occupants or residents of their Unit.
- (e) Any violation of these Rules and Regulations shall entitle the Association to the same remedies provided for in the Declaration as to violation of the covenants for PHEASANT RUN and any additional remedies provided for by law. Furthermore, the Association shall

be entitled to reasonable costs and attorneys' fees incident to the enforcement of these Rules and Regulations.

25. The Board of Directors of the Association reserves the right to change, amend or make additional Rules and Regulations as may be required from time to time without consent of the association members. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

26. **VIOLATIONS GRANDFATHERED:** Owners or Lessees who were not, at the time of approval of the above Rules and Regulations, in violation of the former Rules, but solely by virtue of the above rule changes, may now be in violation of these Rules and Regulations, must, within thirty (30) days from the date of mailing of these Rules and Regulations:

- (a) Notify the Association, in writing, to PHEASANT RUN Homeowners Association, Inc., c/o GRS Community Management, 3900 Woodlake Blvd., Suite 309, Lake Worth, FL 33463, that you were not in violation of the former Rules and Regulations, but are now in violation because of the rule change; and
- (b) State the nature of each current violation which was not a violation under the former rules.

Any such violations which are registered with the Association in writing within the time period given shall be grandfathered for a period of time to be set by the Board of Directors. All violations which are not so registered as required herein shall not be grandfathered.

Notwithstanding the foregoing, all owners and lessees shall comply with these new rules on the earlier of the following occurrences: (1) upon the sale or transfer of any commercial vehicle, boat, trailer, motor home, bus or truck over 3/4 tons or other such violating vehicle, or (2) if a lessee, the end of the current lease term, or (3) upon sale, lease or lease renewal of the unit presently occupied, or (4) within two years from the date of recording on the Public Records of Palm Beach County, Florida.

All Owners, tenants, invitees, licensees, guests, family members, agents, contractors, employees and occupants shall comply with these Amended and Restated Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and Bylaws of the Association.

These rules and regulations, as amended from time to time, shall be cumulative with the Declaration of Covenants, Conditions and Restrictions set forth in the Declarations, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all other Owners, Residents, Guests and family members even if not specifically so stated in portions hereof.